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FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

JAN 27 2025

SEAN F. McAVOY, CLERK
SPOKANE, WASHINGTON

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Case No: 2:24-CR-00136-RLP-2

Plaintiff,

Pretrial Diversion Agreement

v.

DANIELLE ELIZABETH HARDY,

Defendant.

Plaintiff, United States of America, by and through Vanessa R. Waldref, United States Attorney for the Eastern District of Washington, and Michael J. Ellis, Assistant United States Attorney, and Defendant Danielle Elizabeth Hardy (“Defendant”), both individually and by and through Defendant’s counsel, J. Gregory Lockwood, agree to the following Pretrial Diversion Agreement (the “Agreement”):

I. Overview

1. On October 2, 2024, an Indictment was returned charging Defendant with conspiracy to smuggle and transport aliens, in violation of 8 U.S.C. § 1324(a)(1)(A)(v)(I), (B)(i).

2. Defendant stipulates and agrees that Defendant did in fact violate 8 U.S.C. § 1324(a)(1)(A)(v)(I), (B)(i), conspiracy to smuggle and transport aliens, and that the United States could prove Defendant’s guilt beyond a reasonable doubt.

1 Defendant wishes to accept responsibility for this conduct. Accordingly, Defendant
2 stipulates and agrees to the following facts, referred to herein as the “Covered
3 Conduct”:

4 a. On May 28, 2024, agents with the Border Patrol apprehended two
5 aliens (nationals of India) who had just crossed from Canada into the United States
6 around Del Rosario’s Orchard, an area frequently used by smugglers to bring both
7 humans and controlled substances into the United States. Shortly after, the supervising
8 agent was informed that a vehicle was driving repeatedly around the area. The vehicle
9 passed the entrance to the orchard a number of times.

10 b. A Border Patrol agent was able to get behind the vehicle and
11 identify it as a 1992 Honda Accord, registered to Defendant with an address in
12 Bellevue, Washington. The Border Patrol agent conducted a traffic stop and was
13 shortly thereafter joined by his supervisor. The driver was identified as Defendant
14 while a male passenger was identified as Wesley KAWAGUCHI. When asked why
15 they were in the area, Defendant said that they had taken a trip to Chelan to see a
16 friend and were driving around exploring an area they had not been to before.
17 Defendant also pointed out a hiking trail on her phone that they intended to hike; the
18 Border Patrol agent noted that the entrance to the hiking trail was over a mile back
19 down the road along which Defendant was driving.

20 c. Both Defendant’s and KAWAGUCHI’s cell phones were seized
21 and searched by the Border Patrol. Messages between Defendant and KAWAGUCHI
22 revealed that, on May 27, 2024, KAWAGUCHI had asked Defendant if she wanted to
23 help him pick up immigrants near the international border with Canada and drive them
24 into the United States. Defendant agreed and suggested that they could use her
25 vehicle.

26 d. Defendant admits that, in the Eastern District of Washington,
27 Defendant entered into a conspiracy with Wesley KAWAGUCHI to smuggle and
28 transport aliens. Defendant admits that, on May 28, 2024, Defendant drove herself and

1 KAWAGUCHI to the United States-Canada international border with the intent of
2 picking up aliens who recently unlawfully entered the United States.

3 3. On authority from the Attorney General of the United States, through
4 Vanessa R. Waldref, United States Attorney for the Eastern District of Washington,
5 prosecution in the Eastern District of Washington for the Covered Conduct shall be
6 deferred for twenty-four (24) months. This twenty-four (24) month period begins on
7 the date this Agreement is signed by both parties and accepted by the Court.

8 4. The United States and Defendant stipulate and agree that the Court will
9 maintain jurisdiction over this matter and that the Court shall be the final arbiter as to:
10 (1) whether a party breached this Agreement, and if so; (2) the appropriate remedy,
11 which may include either terminating the Agreement or modifying its terms. A
12 modification may include extending the Agreement's twenty-four (24) month period
13 by an additional twelve (12) months, for a total of thirty-six (36) months.

14 II. Terms

15 Defendant stipulates and agrees to the following terms:

16 5. **Supervision.** Defendant stipulates and agrees to be supervised by the
17 United States Probation Office during this twenty-four (24) month period (or longer, if
18 the period is extended by the Court). Further, Defendant understands the following:

19 a. Defendant shall not violate any federal, state, or local law. This
20 term does not apply to minor civil infractions such as speeding.

21 b. If Defendant is arrested or has any official contact with law
22 enforcement in a civil or criminal investigative capacity, Defendant shall notify
23 Defendant's supervising pretrial diversion officer within two business days.

24 c. Defendant shall live within the jurisdiction of either the Eastern
25 District of Washington or the Western District of Washington. If Defendant seeks to
26 reside outside either District, Defendant shall notify and seek the approval of
27 Defendant's supervising pretrial diversion officer so that appropriate arrangements in
28 light of the Agreement can be made.

1 d. Defendant shall maintain employment in a lawful occupation.

2 When out of work, Defendant shall notify Defendant's supervising pretrial diversion
3 officer. In the event that Defendant becomes self-employed, Defendant shall provide
4 evidence of such self-employment.

5 e. Defendant shall report to Defendant's supervising pretrial
6 diversion officer as directed by the Court or U.S. Probation. Any failure to abide by
7 the reporting requirements as established by the Court or U.S. Probation shall be
8 deemed as an irrevocable violation of the Agreement.

9 g. Defendant shall not possess, control, consume, and/or use any
10 illegal controlled substance, including marijuana. Defendant shall participate in a
11 substance abuse evaluation and participate in any recommended treatment. Defendant
12 must submit to urinalysis and sweat patch testing, as directed by the supervising
13 officer, but no more than six tests per month, in order to confirm continued abstinence
14 from controlled substances.

15 6. **Tolling.** Defendant stipulates and agrees to toll the running of all
16 applicable statutes of limitations and any time-based defenses for the Covered
17 Conduct. This tolling shall run from the date the Agreement is signed by all parties
18 until the Agreement expires or is terminated by the Court. Defendant stipulates and
19 agrees that the Agreement's tolling provision does not abridge or curtail the applicable
20 statute of limitations in any way, but rather extends the applicable statute of
21 limitations by the period of time that the Agreement is in effect.

22 Defendant further expressly waives all rights to a speedy trial pursuant to the
23 Sixth Amendment of the United States Constitution, 18 U.S.C. § 3161, Federal Rule
24 of Criminal Procedure 48(b), and any applicable Local Rules of the United States
25 District Court for the Eastern District of Washington for the period during which this
26 Agreement is in effect.

27 7. **Waiver of Constitutional Rights.** Defendant, by entering this
28 Agreement, agrees to waive certain constitutional rights including (1) the right to a

1 jury trial; (2) the right to see, hear, and question witnesses; (3) the right to compel
2 witnesses to testify; (4) the right to testify on Defendant's own behalf; and (5) the
3 right to remain silent and not to testify. Defendant knowingly and voluntarily waives
4 the above rights.

5 8. **Breach.** If the Court, after a hearing, terminates the Agreement based on
6 a breach of the terms of the Agreement by Defendant, the United States may resume
7 its prosecution against Defendant as to the Covered Conduct.

8 9. **Admissibility of the Agreement in Prosecution.** In the event that the
9 Court terminates the Agreement based on a breach by Defendant, Defendant stipulates
10 and agrees that the Agreement and Defendant's admissions contained therein shall be
11 admissible against Defendant at any trial, sentencing, or other related proceeding.
12 Defendant waives any evidentiary objections concerning the Agreement. Defendant
13 agrees that, in the event that the Court terminates the Agreement based on a breach by
14 Defendant, the Court will conduct a bench trial and admit the Agreement and
15 stipulations concerning the Covered Conduct into evidence.

16 The United States stipulates and agrees to the following:

17 10. **Deferred Prosecution and Dismissal.** The United States stipulates and
18 agrees to defer prosecution of the above-captioned matter for a period of twenty-four
19 (24) months (or up to thirty-six (36) months, if the Agreement is extended). When and
20 if Defendant satisfies all the requirements of the Agreement (including any
21 modifications or extensions), the United States will seek dismissal with prejudice of
22 the Indictment filed against Defendant. Except in the event of a violation by
23 Defendant of any term of this Agreement, the United States will bring no additional
24 charges against Defendant relating to Defendant's conduct as described in the
25 Indictment and the Covered Conduct set forth above. This agreement does not provide
26 any protection against prosecution for any crimes except as set forth above.
27 Defendant and the United States understand that the Court must approve deferral
28 under the Speedy Trial Act, in accordance with 18 U.S.C. § 3161(h)(2). Should the

1 Court decline to defer prosecution for any reason: (1) both the United States and
2 Defendant are released from any obligation imposed upon them by this Agreement;
3 and (2) this Agreement shall be null and void, except for the tolling provisions set
4 forth herein.

5 **III. Approvals and Signatures**

6 Agreed and submitted on behalf of the United States Attorney's Office for the
7 Eastern District of Washington.

8
9 Vanessa R. Waldref
United States Attorney

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11 1-27-2025

12 Michael J. Ellis
13 Assistant United States Attorney

14 Date

15 I have read the Agreement and have carefully reviewed and discussed every
16 part of the agreement with my attorney. I understand and voluntarily enter into this.
17 Furthermore, I have consulted with my attorney about my rights, I understand those

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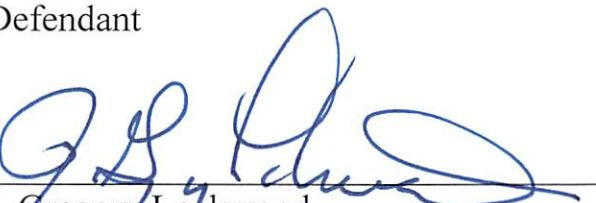
1 rights, and I am satisfied with the representation of my attorney in this case. I
2 understand the terms and conditions of the Agreement and agree to comply with them.

3 

4
5 Danielle Elizabeth Hardy
6 Defendant

1 - 27 - 2025

Date

7 

8 J. Gregory Lockwood
9 Attorney for Defendant

1 - 27 - 25

Date

10 Approved without passing judgment on the merits or wisdom of this diversion.

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12
13 Rebecca L. Pennell
14 United States District Judge

1/27/25

Date

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